

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

## MASIMO CORPORATION.

Case No. 8:24-cv-01568-JVS-JDE

**Plaintiff,**

## **AMENDED STIPULATED PROTECTIVE ORDER**

POLITAN CAPITAL MANAGEMENT  
LP et al.,

### Defendants.

Based on the Parties' Amended Stipulation (Dkt. 253) and the Court's independent assessment, for good cause shown, the Court finds and orders as follows. This Order supersedes the Prior Stipulated Protective Order (Dkt. 57).

## 1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this Action has involved and may continue to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

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1       2. GOOD CAUSE STATEMENT

2       This Action has involved and may continue to involve the exchange of non-  
3 publicly available documents and other information of a sensitive and confidential or  
4 proprietary nature. Without conceding the relevance or responsiveness of any specific  
5 request or document, the Parties acknowledge that such information may include  
6 business strategies and plans, potential transactions, investment theses, investor lists,  
7 and/or other financial or technical information for which special protection from public  
8 disclosure and from use for any purpose other than prosecution of this Action is  
9 warranted. Such confidential and proprietary materials and information may consist of,  
10 among other things, confidential business or financial information, information  
11 regarding confidential business practices, and sensitive information related to  
12 confidential research, development, or commercial information. This also encompasses  
13 information that implicates the privacy rights of third parties, which is otherwise  
14 generally unavailable to the public, as well as information that may be privileged or  
15 otherwise protected from disclosure under state or federal statutes, court rules, case  
16 decisions, or common law. Accordingly, to expedite the flow of information, facilitate  
17 the prompt resolution of disputes over confidentiality of discovery materials,  
18 adequately protect information the parties are entitled to keep confidential, ensure that  
19 the parties are permitted reasonable necessary uses of such material in preparation for  
20 and in the conduct of trial, address their handling at the end of the litigation, and serve  
21 the ends of justice, this Protective Order for such information is justified in this matter.  
22 It is the intent of the parties that information will not be designated as confidential for  
23 tactical reasons and that nothing will be so designated without a good faith belief that  
24 it has been maintained in a confidential, non-public manner, and there is good cause  
25 why it should not be part of the public record of this case.

26       3. DEFINITIONS

27       3.1 Action: This pending federal lawsuit, *Masimo Corp. v. Politan Capital*  
28 *Management LP et al.*, No. 8:24-cv-0168-JVS-JDE.

1       3.2   Challenging Party: a Party or Non-Party that challenges the designation  
2 of information or items under this Order.

3       3.3   “CONFIDENTIAL” Information or Items: information (regardless of  
4 how it is generated, stored, or maintained) or tangible things that qualify for protection  
5 under Federal Rule of Civil Procedure 26(c).

6       3.4   Counsel (without qualifier): Outside Counsel and House Counsel (as well  
7 as their support staff).

8       3.5   Designating Party: a Party or Non-Party that designates information or  
9 items that it produces in disclosures or in responses to discovery as  
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
11 ONLY”.

12      3.6   Disclosure or Discovery Material: all items or information, regardless of  
13 the medium or manner in which it is generated, stored, or maintained (including, among  
14 other things, testimony, transcripts, and tangible things), that are produced or generated  
15 in disclosures or responses to discovery in this matter.

16      3.7   Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action, (2) is not a past or current employee  
19 of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated  
20 to become an employee of a Party or of a Party’s competitor.

21      3.8   “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
22   Information or Items: extremely sensitive “Confidential Information or Items,”  
23 disclosure of which to another Party or Non-Party would create a substantial risk of  
24 serious harm that could not be avoided by less restrictive means.

25      3.9   House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel or any other outside counsel.

27      3.10   Non-Party: any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this Action.

1       3.11 Outside Counsel: attorneys who are not employees of a party to this  
2 Action but are affiliated with any of the following law firms: Keller/Anderle LLP,  
3 Latham & Watkins LLP, Schulte Roth & Zabel LLP, Munger, Tolles & Olson LLP,  
4 and Cadwalader, Wickersham & Taft LLP.

5       3.12 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel (and their support  
7 staffs).

8       3.13 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10      3.14 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
13 their employees and subcontractors.

14      3.15 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY.”

17      3.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19      4. SCOPE

20      The protections conferred by this Stipulation and Order cover not only Protected  
21 Material (as defined above), but also (1) any information copied or extracted from  
22 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
23 Material; and (3) any deposition testimony, conversations, or presentations by Parties  
24 or their Counsel that might reveal Protected Material. However, the protections  
25 conferred by this Stipulation and Order do not cover the following information: (a) any  
26 information that is in the public domain at the time of disclosure to a Receiving Party  
27 or becomes part of the public domain after its disclosure to a Receiving Party as a result  
28 of publication not involving a violation of this Order, including becoming part of the

1 public record through trial or otherwise; and (b) any information known to the  
2 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
3 disclosure from a source who obtained the information lawfully and under no  
4 obligation of confidentiality to the Designating Party. Any use of Protected Material at  
5 a hearing or trial shall be governed by a separate order. This Order does not govern the  
6 use of Protected Material at trial or hearings.

7 **5. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

8 The parties further acknowledge, as set forth in Section 14.3, below, that this  
9 Stipulated Protective Order does not entitle them to file confidential information  
10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
11 the standards that will be applied when a party seeks permission from the court to file  
12 material under seal.

13 There is a strong presumption that the public has a right of access to judicial  
14 proceedings and records in civil cases. In connection with non-dispositive motions,  
15 good cause must be shown to support a filing under seal; if a party requests sealing  
16 related to a dispositive motion or trial, then compelling reasons, not only good  
17 cause, for the sealing must be shown, and the relief sought shall be narrowly  
18 tailored to serve the specific interest to be protected. *See Kamakana v. City and*  
19 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Pintos v. Pacific Creditors*  
20 *Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). The filing party must make a specific  
21 evidentiary showing explaining why each document that it seeks to seal may justifiably  
22 be sealed under the applicable standard and demonstrate that the proposed relief is  
23 narrowly tailored.

24 Any document that is not confidential, privileged, or otherwise protectable in  
25 its entirety will not be filed under seal if the confidential portions can be redacted. If  
26 documents can be redacted, then a redacted version for public viewing, omitting only  
27 the confidential, privileged, or otherwise protectable portions of the document, shall  
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1 be filed. Any application that seeks to file documents under seal in their entirety  
2 should include an explanation of why redaction is not feasible.

3 Service of redacted versions of any documents under seal shall occur within 48  
4 hours of the filing, and the parties shall take reasonable measures to minimize  
5 redactions to documents filed under seal.

6. **DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
9 in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
10 later of (1) dismissal of all claims and defenses in this Action, with or without  
11 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
12 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
13 for filing any motions or applications for extension of time pursuant to applicable law.

14 Once a case proceeds to trial, Protected Material used or introduced as an exhibit  
15 at trial becomes public and will be presumptively available to all members of the  
16 public, including the press, unless the party offering the exhibit or information satisfies  
17 the applicable requirements for keeping the information under seal and obtains an order  
18 is issued by the trial judge to limit disclosure. *See Kamakana*, 447 F.3d at 1180-81.

19. **DESIGNATING PROTECTED MATERIAL**

20. 7.1 **Exercise of Restraint and Care in Designating Material for Protection:**  
21 Each Party or Non-Party that designates information or items for protection under this  
22 Order must take care to limit any such designation to specific material that qualifies  
23 under the appropriate standards. To the extent it is practical to do so, the Designating  
24 Party must designate for protection only those parts of material, documents, items, or  
25 oral or written communications that qualify – so that other portions of the material,  
26 documents, items, or communications for which protection is not warranted are not  
27 swept unjustifiably within the ambit of this Order.

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1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper purpose  
3 (e.g., to unnecessarily encumber or retard the case development process or to impose  
4 unnecessary expenses and burdens on other parties) expose the Designating Party to  
5 sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection at all or do not qualify for the  
8 level of protection initially asserted, that Designating Party must promptly notify all  
9 other parties that it is withdrawing the mistaken designation.

10 7.2 Manner and Timing of Designations: Except as otherwise provided in this  
11 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
12 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
13 Order must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or  
18 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that  
19 contains protected material.

20 A Party or Non-Party that makes original documents or materials available for  
21 inspection need not designate them for protection until after the inspecting Party has  
22 indicated which material it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be deemed  
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting  
25 Party has identified the documents it wants copied and produced, the Producing Party  
26 must determine which documents, or portions thereof, qualify for protection under this  
27 Order. Then, before producing the specified documents, the Producing Party must affix  
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1 the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material.

3 (b) for testimony given in deposition, that the Designating Party identify on  
4 the record, before the close of the deposition, all protected testimony, or within 30 days  
5 after receipt of the certified transcript. Parties shall give the other parties notice if they  
6 reasonably expect a deposition to include Protected Material so that the other parties  
7 can ensure that only authorized individuals who have signed the “Acknowledgment  
8 and Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of  
9 a document as an exhibit at a deposition shall not in any way affect its designation as  
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
11 ONLY.”

12 Transcripts containing Protected Material shall have an obvious legend on the  
13 title page that the transcript contains Protected Material, and the title page shall be  
14 followed by a list of all pages (including line numbers as appropriate) that have been  
15 designated as Protected Material and the level of protection being asserted by the  
16 Designating Party.

17 (c) for information produced in some form other than documentary and for  
18 any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information or item is stored the  
20 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
21 ONLY.”

22 7.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive the  
24 Designating Party’s right to secure protection under this Order for such material. Upon  
25 timely correction of a designation, the Receiving Party must make reasonable efforts  
26 to assure that the material is treated in accordance with the provisions of this Order.

27 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 8.1 Timing of Challenges: Any Party or Non-Party may challenge a  
designation of confidentiality at any time permitted under the operative Scheduling

1 Order. Unless a prompt challenge to a Designating Party's confidentiality designation  
2 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
3 burdens, or a significant disruption or delay of the litigation, a Party does not waive its  
4 right to challenge a confidentiality designation by electing not to mount a challenge  
5 promptly after the original designation is disclosed.

6       8.2 Meet and Confer: The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37-1 et seq.

8       8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint  
9 stipulation pursuant to Local Rule 37-2.

10      8.4 The burden of persuasion in any such challenge proceeding shall be on the  
11 Designating Party. Frivolous challenges and those made for an improper purpose (e.g.,  
12 to harass or impose unnecessary expenses and burdens on other parties) may expose  
13 the Challenging Party to sanctions. Unless the Designating Party has waived the  
14 confidentiality designation by failing to file a motion to retain confidentiality as  
15 described above, all parties shall continue to afford the material in question the level of  
16 protection to which it is entitled under the Producing Party's designation until the court  
17 rules on the challenge.

18      9. ACCESS TO AND USE OF PROTECTED MATERIAL

19      9.1 Basic Principles: A Receiving Party may use Protected Material that is  
20 disclosed or produced by another Party or by a Non-Party in connection with this case  
21 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
22 Material may be disclosed only to the categories of persons and under the conditions  
23 described in this Order. When the litigation has been terminated, a Receiving Party  
24 must comply with the provisions of section 13 below (FINAL DISPOSITION).  
25 Protected Material must be stored and maintained by a Receiving Party at a location  
26 and in a secure manner that ensures that access is limited to the persons authorized  
27 under this Order.

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1       9.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
4 only to:

5           (a) the Receiving Party’s Outside Counsel in this Action, as well as  
6 employees of said Outside Counsel to whom it is reasonably necessary to disclose the  
7 information for this Action;

8           (b) the officers, directors, and employees (including House Counsel) of the  
9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10          (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this litigation and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13          (d) the court and its personnel;

14          (e) court reporters and their staff;

15          (f) professional jury or trial consultants, and Professional Vendors to whom  
16 disclosure is reasonably necessary for this litigation and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18          (g) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information;

20          (h) during their depositions, witnesses, and attorneys for witnesses, in the  
21 Action to whom disclosure is reasonably necessary and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
23 by the Designating Party or ordered by the court. Pages of transcribed deposition  
24 testimony or exhibits to depositions that reveal Protected Material may be separately  
25 bound by the court reporter and may not be disclosed to anyone except as permitted  
26 under this Stipulated Protective Order; and

27          (i) any mediators or settlement officers and their supporting personnel, mutually  
28 agreed upon by any of the parties engaged in settlement discussions.

1       9.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY” Information or Items: Unless otherwise ordered by the court or permitted in  
3 writing by the Designating Party, a Receiving Party may disclose any information or  
4 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
5 to:

6             (a) the Receiving Party’s Outside Counsel in this Action, as well as  
7 employees of said Outside Counsel to whom it is reasonably necessary to disclose the  
8 information for this Action;

9             (b) Experts (as defined in this Order) of the Receiving Party to whom  
10 disclosure is reasonably necessary for this Action and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12             (c) the court and its personnel;

13             (d) court reporters and their staff;

14             (e) professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this Action and who have  
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17             (f) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information;

19             (h) any mediators or settlement officers and their supporting personnel,  
20 mutually agreed upon by any of the parties engaged in settlement discussions.

21       10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
22       OTHER LITIGATION

23       If a Party is served with a subpoena or a court order issued in other litigation  
24 that compels disclosure of any information or items designated in this Action as  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
26 ONLY” that Party must:

27             (a) promptly notify in writing the Designating Party. Such notification shall  
28 include a copy of the subpoena or court order;

1                   (b) promptly notify in writing the party who caused the subpoena or order to  
2 issue in the other litigation that some or all of the material covered by the subpoena or  
3 order is subject to this Protective Order. Such notification shall include a copy of this  
4 Stipulated Protective Order; and

5                   (c) cooperate with respect to all reasonable procedures sought to be pursued  
6 by the Designating Party whose Protected Material may be affected.<sup>1</sup>

7                 If the Designating Party timely seeks a protective order, the Party served with  
8 the subpoena or court order shall not produce any information designated in this Action  
9 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY” before a determination by the court from which the subpoena or order issued,  
11 unless the Party has obtained the Designating Party’s permission. The Designating  
12 Party shall bear the burden and expense of seeking protection in that court of its  
13 confidential material – and nothing in these provisions should be construed as  
14 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
15 directive from another court.

16           11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
17                  PRODUCED IN THIS LITIGATION

18                 (a) The terms of this Order are applicable to information produced by a Non-  
19 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
21 Non-Parties in connection with this litigation is protected by the remedies and relief  
22 provided by this Order. Nothing in these provisions should be construed as prohibiting  
23 a Non-Party from seeking additional protections.

24                 (b) In the event that a Party is required, by a valid discovery request, to  
25 produce a Non-Party’s confidential information in its possession, and the Party is  
26

27                 <sup>1</sup> The purpose of imposing these duties is to alert the interested parties to the  
28 existence of this Protective Order and to afford the Designating Party in this case an  
opportunity to try to protect its confidentiality interests in the court from which the  
subpoena or order issued.

1 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
2 information, then the Party shall:

3           (1) promptly notify in writing the Requesting Party and the Non- Party  
4 that some or all of the information requested is subject to a confidentiality agreement  
5 with a Non-Party;

6           (2) promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
8 specific description of the information requested; and

9           (3) make the information requested available for inspection by the  
10 Non-Party, if requested.

11           (c) If the Non-Party fails to seek a protective order from this court within 14  
12 days of receiving the notice and accompanying information, the Receiving Party may  
13 produce the Non-Party's confidential information responsive to the discovery request.  
14 If the Non-Party timely seeks a protective order, the Receiving Party shall not  
15 produce any information in its possession or control that is subject to the  
16 confidentiality agreement with the Non-Party before a determination by the court.  
17 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
18 of seeking protection in this court of its Protected Material.

19       12. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
23 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
25 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
26 request such person or persons to execute the "Acknowledgment and Agreement to Be  
27 Bound" that is attached hereto as Exhibit A.

1       13. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
2                   MATERIAL

3                   Pursuant to Federal Rule of Evidence 502(d), the production by a producing  
4 party of any documents, electronically stored information, or other information,  
5 whether such production be deemed intentional or inadvertent, shall not constitute a  
6 waiver by the producing party—in this or any other federal or state proceeding—of any  
7 attorney-client privilege or work product protection. This Order shall be interpreted to  
8 provide the maximum protection allowed by Federal Rule of Evidence 502.

9       14 MISCELLANEOUS

10           14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the court in the future.

12           14.2 Right to Assert Other Objections. By stipulating to the entry of this  
13 Protective Order no Party waives any right it otherwise would have to object to  
14 disclosing or producing any information or item on any ground not addressed in this  
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
16 ground to use in evidence of any of the material covered by this Protective Order.

17           14.3 Filing Protected Material. Without written permission from the  
18 Designating Party or a court order secured after appropriate notice to all interested  
19 persons, a Party may not file in the public record in this Action any Protected Material.  
20 A Party that seeks to file under seal any Protected Material must comply with Civil  
21 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
22 order authorizing the sealing of the specific Protected Material at issue. Pursuant to  
23 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that  
24 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
25 entitled to protection under the law, and the designation of material as Protected  
26 Material under this Order is not, without more, sufficient to justify a sealing order. If a  
27 Receiving Party's request to file Protected Material under seal pursuant to Civil Local  
28 Rule 79- 5 is denied by the court, then the Receiving Party may file the Protected

1 Material in the public record pursuant to Civil Local Rule 79-5 unless otherwise  
2 instructed by the court.

3 **15. FINAL DISPOSITION**

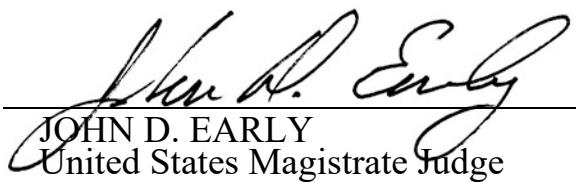
4 Within 60 days after the final disposition of this Action, as defined in paragraph  
5 6, each Receiving Party must return all Protected Material to the Producing Party or  
6 destroy such material. As used in this subdivision, “all Protected Material” includes all  
7 copies, abstracts, compilations, summaries, and any other format reproducing or  
8 capturing any of the Protected Material. Whether the Protected Material is returned or  
9 destroyed, the Receiving Party must submit a written certification to the Producing  
10 Party (and, if not the same person or entity, to the Designating Party) by the 60-day  
11 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
12 that was returned or destroyed and (2) affirms that the Receiving Party has not retained  
13 any copies, abstracts, compilations, summaries or any other format reproducing or  
14 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
15 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
16 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
17 expert reports, attorney work product, and consultant and expert work product, even if  
18 such materials contain Protected Material. Any such archival copies that contain or  
19 constitute Protected Material remain subject to this Protective Order as set forth in  
20 Section 6 (DURATION).

21 **16. VIOLATION**

22 Any violation of this Order may be punished by appropriate measures  
23 including, without limitation, contempt proceedings and/or monetary sanctions.

24 For good cause shown, IT IS SO ORDERED.

25  
26 Dated: October 29, 2024

  
JOHN D. EARLY  
United States Magistrate Judge

**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Amended Stipulated Protective Order that was issued by the United States District Court for the Central District of California on October 29, 2024, in the case of *Masimo Corp. v. Politan Capital Management LP et al.*, No. 8:24-cv-1568-JVS-JDE. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this Action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this Action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name:

Signature: